

CONTRACT DATA REQUIREMENTS LIST

Form Approved
OMB NO. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Printing Office for the Contract/PR No. listed in Block 1.

A. CONTRACT LINE ITEM NO. 9G 1560-00-891-8804 LU		B. EXHIBIT		C. CATEGORY TDP _____ TM _____ OTHER <u>ENGINEERING</u>	
D. SYSTEM/ITEM		E. CONTRACT/PR NO.		F. CONTRACTOR	
1. DATA ITEM NO. 0001	2. TITLE OF DATA ITEM CERTIFICATION DATA REPORTS			3. SUBTITLE COMPLETE PROCESS/OPERATION SHEETS	
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80678/T		5. CONTRACT REFERENCE		6. REQUIRING OFFICE NADEP CHRYPT	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION SEE BLOCK 16 *	DISTRIBUTION	
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16 **	a. ADDRESSEE	b. COPIES
16. REMARKS PARA. 10.1, 10.2, 10.2.1, 10.2.2, 10.2.4, 10.5 APPLY * UPON SUBMISSION OF FIRST ARTICLE TESTING SAMPLE/PRODUCTION LOT SAMPLE OR CONTRACT COMPLETION IF TESTING IS WAIVED ** IF THE PROCESS/OPERATION CHANGE				NADEP CHRYPT	FINAL
				CODE 6.1.523	Reg
				NAVICP 0731	1/0
				CAO/QAR	1/0
				15. TOTAL	3/0
1. DATA ITEM NO. 0002	2. TITLE OF DATA ITEM CERTIFICATION DATA/REPORTS			3. SUBTITLE COMPLETED INSPECTION METHOD SHEETS	
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-8-0678/T		5. CONTRACT REFERENCE		6. REQUIRING OFFICE NADEP CHRYPT	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION SEE BLOCK 16 *	DISTRIBUTION	
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16 **	a. ADDRESSEE	b. COPIES
16. REMARKS PARA. 10.1, 10.2, 10.2.1, 10.2.2, 10.2.4, 10.5 APPLY * UPON SUBMISSION OF FIRST ARTICLE TESTING SAMPLE/PRODUCTION LOT SAMPLE OR CONTRACT COMPLETION IF TESTING IS WAIVED ** AT TIME OF CONTRACT COMPLETION				NADEP CHRYPT	FINAL
				CODE 6.1.523	Reg
				NAVICP 0731	1/0
				CAO/QAR	1/0
				15. TOTAL	3/0
1. DATA ITEM NO. 0003	2. TITLE OF DATA ITEM REQUEST FOR DEVIATION			3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80640B		5. CONTRACT REFERENCE		6. REQUIRING OFFICE CAO/QAR	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	DISTRIBUTION	
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES
16. REMARKS ORIGINAL AS REQUIRED				NADEP/CHRYPT	FINAL
				CODE 6.1.523	Reg
				CAO/QAR	1/0
				NAVICP 0731	1/0
				15. TOTAL	3/0
1. DATA ITEM NO. 0004	2. TITLE OF DATA ITEM REQUEST FOR WAIVER			3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80641B		5. CONTRACT REFERENCE		6. REQUIRING OFFICE CAO/QAR	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION AS REQUIRED	DISTRIBUTION	
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES
16. REMARKS				NADEP CHRYPT	FINAL
				CODE 6.1.523	Reg
				AIR 4.4.3.2	1/0
				CAO/QAR	1/0
				15. TOTAL	3/0
G. PREPARED BY		H. DATE		I. APPROVED BY	
				J. DATE	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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A. CONTRACT LINE ITEM NO. 9G 1560-00-891-8804 LU		B. EXHIBIT		C. CATEGORY TDP _____ TM _____ OTHER _____	
D. SYSTEM/ITFM			E. CONTRACT/PR NO.		F. CONTRACTOR ENGINEERING
1. DATA ITEM NO. 0005	2. TITLE OF DATA ITEM ENGINEERING CHANGE PROPOSAL			3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80644			5. CONTRACT REFERENCE		6. REQUIRING OFFICE CAO/QAR
7. DD 150 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION		
16. REMARKS ORIGINAL AND TWO (2) COPIES			DISTRIBUTION		
			a. ADDRESSEE NADEP CHRYPT		b. COPIES
				Draft	FINAL
				Reg	Repro
			15. TOTAL		3/0
1. DATA ITEM NO.		2. TITLE OF DATA ITEM		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE		6. REQUIRING OFFICE	
7. DD 150 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION		
16. REMARKS			DISTRIBUTION		
			a. ADDRESSEE		b. COPIES
				Draft	FINAL
				Reg	Repro
			15. TOTAL		
1. DATA ITEM NO.		2. TITLE OF DATA ITEM		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE		6. REQUIRING OFFICE	
7. DD 150 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION		
16. REMARKS			DISTRIBUTION		
			a. ADDRESSEE		b. COPIES
				Draft	FINAL
				Reg	Repro
			15. TOTAL		
1. DATA ITEM NO.		2. TITLE OF DATA ITEM		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE		6. REQUIRING OFFICE	
7. DD 150 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION		
16. REMARKS			DISTRIBUTION		
			a. ADDRESSEE		b. COPIES
				Draft	FINAL
				Reg	Repro
			15. TOTAL		
G. PREPARED BY		H. DATE		I. APPROVED BY	
				J. DATE	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY:		
9G 1560-00-891-8804 LU				TOP _____ TM _____ OTHER <u>ENGINEERING</u>		
D. SYSTEM/ITEM			E. CONTRACT/PR NO.		F. CONTRACTOR	
1. DATA ITEM NO.		2. TITLE OF DATA ITEM			3. SUBTITLE	
0006		CERTIFICATION DATA/REPORTS				
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE	
DI-MISC-80678/T					NADEP CHRYPT	
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION	
LT		AS REQ	SEE BLOCK 16			
8. APP CODE		11. AS OF DATE	13. DATE IF SUBSEQUENT SUBMISSION		a. ADDRESSEE Draft Final Reg Repr	
PARA. 10.1, 10.2, 10.2.1, 10.2.2, 10.2.4, 10.5 APPLY BLOCK #12 UPON SUBMITTAL OF FIRST ARTICLE TESTING SAMPLE(S)/PRODUCTION LOT SAMPLES OR AT CONTRACT COMPLETION IF TESTING IS WAIVED BLOCK #3 SEPARATE REPORTS SHALL BE PROVIDED FOR THE BELOW LISTED SUBTITLES CERTIFICATION REPORTS FOR PRIME PROCESS AND MATERIAL SPECIFICATIONS SHALL INCLUDE CERTIFICATION THAT ALL VENDORS PERFORMING THESE PROCESSES ARE PRIME (OEM) APPROVED SOURCES. BLOCK #5 CONTRACT REFERENCE: 1. MATERIAL CERTIFICATION 2. CERTIFICATION OF APPROVED MATERIAL SOURCE 3. Sequence Process/Router Sheets Report 4. Fluorescent Penetrant Inspection 5. Magnetic Particle Inspection 6. Weld, Notes 1,2,6 and7					NADEP CHRYPT	
					CODE 6.1.523	
					AIR 4.4.3.2	
					CAO/QAR	
G. PREPARED BY		H. DATE		I. APPROVED BY		J. DATE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

INSTRUCTIONS FOR COMPLETING DD FORM 1423
(See DOD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

- Item A. Self-explanatory.
- Items B. Self-explanatory.
- Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management", etc.
- Item D. Enter name of system/item being acquired that data will support.
- Item E. Self-explanatory (to be filled in after contract award).
- Item F. Self-explanatory (to be filled in after contract award).
- Item G. Signature of preparer of CDRL.
- Item H. Date CDRL was prepared.
- Item I. Signature of CDRL approval authority.
- Item J. Date CDRL was approved.
- Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.
- Item 2. Enter title as it appears on data acquisition document cited in Item 4.
- Item 3. Enter subtitle of data item for further definition of data item (optional entry).
- Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.
- Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).
- Item 6. Enter technical office responsible for ensuring adequacy of the data item.
- Item 7. Specify requirement for inspection/acceptance of the data item by the Government.
- Item 8. Specify requirement for approval of a draft before preparation of the final data item.
- Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).
- Item 10. Specify number of times data items are to be delivered.
- Item 11. Specify as-of date of data item, when applicable.
- Item 12. Specify when subsequent submittals are required, when applicable.
- Item 13. Specify when subsequent submittals are required, when applicable.
- Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.
- Item 15. Enter total number of draft/final copies to be delivered.
- Item 16. Use for additional clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort at the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

QUALITY ASSURANCE PROVISIONS

C-321: SPECIFICATIONS

NSN: 9G 1560-00-891-8804 LU, P/N: (78286) 65302-12148-041, NOMEN: Tube Assembly

Articles to be furnished hereunder shall be manufactured, tested and inspected in accordance with Sikorsky Aircraft (78286) drawing 65302-12148 Rev "G", and all details and specifications referenced therein.

I. Material shall be produced from the approved sources.

II. Quality / Inspection Requirements

A: MIL-I-45208 applies:

B. First Article Testing applies:

C. Production Lot Testing applies:

D. Mandatory Inspection applies:

III. Supplemental Requirements

A: Additionally, para. 3.1-3.5, 5.1-5.2, 6.1-6.2 of MIL-Q-9858 apply.

B. The contractor shall include on the detailed Process/Operation Sheets developed, all in house manufacturing processes and the identity of all manufacturing sources performing process/operations outside of their facilities. These sheets shall not be revised or altered after the successful completion of First Article or Production Lot Testing without the approval from the basic design engineering activity via the PCO.

C. The Inspection Method Sheets which lists the characteristics of each item produced under the contract shall have the serial number traceability to the raw material, casting or forging.

D. Markings should be I/A/W MIL-STD-130 Rev. "H" para. 5.3.3 (a), (b), (c) and (g). Method and location shall be I/A/W the drawing.

IV. Mandatory Inspection Requirements:

During production, mandatory inspection is required to be accomplished by the contractor as follows:

A: Level Of Inspection (LOI).

1. Critical Characteristics: 100% inspection shall apply.

2. Major and Minor characteristics - LOI shall be I/A/W a sampling plan acceptable to the QAR.

B: Critical Characteristics

1. Notes 1,2,6 & 7

C: Major and Minor Characteristics

1. Shall be defined by the contractor subject to QAR concurrence, unless defined on applicable drawings and associated specifications

V. Miscellaneous Requirements

Unless expressly provided for else where in this Clause, equipment such as fixtures jigs, dies, patterns, templates, mylars, special tooling, test equipment, or any other manufacturing aid required for the manufacture and/or testing of the subject item (s) will not be provided by the government or any other source and is the sole responsibility of the contractor. The foregoing applies notwithstanding any reference to such equipment or the furnishing thereof that may be contained in any drawing or referenced specification.

FIRST ARTICLE TESTING REQUIRED (GOVERNMENT TESTING)**I. First Article Inspection / Test Criteria:**

The tests to be performed under the First Article approval clause of the contract are:

- A. Dimensional Check 100% I/A/W Sikorsky Aircraft (78286) drawing 65302-12148-041, Rev "G".
- B. Form/Fit
- C. Compliance with Sikorsky Aircraft drawing 65302-12148-041, Rev. "G" and all specifications referenced therein.
- D. Review documentation as provided under CDRL (DD 1423) requirements.

In addition to the above tests, the First Articles to be delivered hereunder shall also be subjected to those tests which will demonstrate that the articles comply with contract requirements.

The contractor shall be responsible for providing necessary parts and repair of the First Article Samples during testing.

II. NOTIFICATION OF SHIPMENT OF MATERIAL FOR GOVERNMENT TESTING

Fourteen (14) days prior to shipment of First Article Samples, the contractor shall notify the designated test facility in writing of the anticipated shipping date, with an information copy to the PCO, ACO and the QAR. The contractor shall also arrange for preliminary inspection of test samples by the CAO/QAR.

Upon shipment of First Articles Samples, two (2) copies of the Material Inspection and Receiving Report, (DD Form 250), bearing the QAR's signature and indication of preliminary inspection, shall be forwarded to the PCO/ACO and the designated test facility. The envelopes shall be clearly marked, "DO NOT OPEN IN MAILROOM".

III. Special Instructions

- A. Samples may be considered as production items under the contract provided that the samples can be refurbished to ready for issue (RFI) condition and provided that the samples have inspection approval of the cognizant QAR. Samples may be shipped as production items only after all other units required under the contract have been produced and are ready for shipment.
- B. Samples will be returned to the contractor, if not destroyed in testing.

FIRST ARTICLE APPROVAL (GOVERNMENT TESTING)

- A. The contractor shall deliver 2 units of lot/item 0001 within 180 calendar days from the date of this contract to the Government at:

Commanding Officer
Naval Aviation Depot Cherry Point
Attn: Mrs Annie Thomas, Code 6.1.523
PSC Box 8021, Building 137
MCAS Cherry Point, NC 28533-5030

1. The test samples shipping container shall be clearly marked:

FOR FIRST ARTICLE TESTING
NOT RFI MATERIAL
DO NOT TAKE UP IN STOCK
CONTRACT NUMBER _____

2. The shipping documentation shall contain this contract number and the lot/item identification. The characteristics that the First Article must meet and the testing requirements are specified elsewhere in this contract.

- B. Within 120 calendar days after the government receives the First Article, the Contracting Officer shall notify the contractor in writing of the conditional approval, or the disapproval of the First Article. The notice of the conditional approval or disapproval shall not relieve the contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall state reasons for the disapproval.

- C. If the First Article is disapproved, the contractor upon Government request, shall submit an additional First Article for testing. After each request, the contractor shall make any necessary changes, modifications or repairs to the First Article or select another First Article for testing. All costs related to these tests are to be borne by the contractor, including any and all costs for additional tests following a disapproval. The contractor shall furnish any additional First Article to the Government under the terms and conditions and within the time specified by the Government.

- D. The Government shall act on this First Article within the time limit specified in paragraph B above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

- E. If the contractor fails to deliver any First Articles on time, or the Contracting Officer disapproves any First Articles, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract.

- F. Unless otherwise provided in the contract, and if the approved First Article is not consumed or destroyed in testing, the contractor:

1. May deliver the approved First Article as part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing and;

2. Shall remove and dispose of any First Articles from the Government test facility at the contractor's expense.
- G. If the Government does not act within the time specified in paragraph B or C above, the Contracting Officer shall, upon timely written request from the contractor, equitably adjust under the change clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- H. The contractor is responsible for providing operating and maintenance instructions, spare parts support and repair of the First Article during any First Article test.
- I. Before First Article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the contractor. Before First Article approval, the costs thereof shall not be allocable to this contract for:
1. Progress payments or
 2. Termination settlements if the contract is terminated for the convenience of the Government.
- J. The contractor shall produce both the First Article and the production quantity at the same facility and shall submit a certification to this effect with each First Article.
- K. The contractor shall provide specific written notification to the procuring contracting officer informing him of the shipment of any articles furnished in accordance with this clause. Such notification must be addressed to the attention of the ACO with copies to NAVICP 073 and to the testing activity. Failure to provide such notification shall excuse the government from any delay in performing First Article Testing and informing the contractor of the results thereof.

PRODUCTION LOT TESTING REQUIREMENTS

The material produced under contract shall be accepted by the cognizant CAO/QAR contingent upon the successful of these requirements.

I. Production Lot Testing Sampling Requirements

- A. The cognizant CAO/QAR shall select two (2) items at random from the first Production Lot.
- B. Production Lot Testing to be completed during production after First Article approval.

II. The tests to be performed under the Production Lot Sample testing provisions of the contract are:

- A. Compliance with Sikorsky Aircraft (78286) p/n 65302-12148-041 Rev "G" and all specifications referenced therein.
- B. Form/Fit
- C. Dimensional Check 100% I/A/W Sikorsky Aircraft (78286) drawing 65302-12148-041
- D. Review of documentation as provided under CDRL (DD 1423) requirements.

In addition to the above tests, the Production Lot Samples to be delivered hereunder shall also be subjected to those tests which will demonstrate that the samples comply with contract requirements.

III. Testing Location, Cost and Estimated Leadtime

- A. Testing may be accomplished at the contractor's facility or at the following testing facility:

Commanding Officer
Naval Aviation Depot Cherry Point
Attn: Mrs Annie Thomas, Code 6.1.523
PSC Box 8021, Building 137
MCAS Cherry Point, NC 28533-5030

- B. Shipping contractor marking " PRODUCTION LOT SAMPLES - DO NOT TAKE UP IN STOCK".

- C. Estimated cost for Inspection/Test is \$ 2,000.00

- D. Estimated Leadtime for Inspection/Test is 30 days.

Within fifteen days of completion of Production Lot Testing, NAVAVNDEPOT, Cherry Point, NC and/or CAO/QAR shall prepare and submit two copies of their test report with conclusions and recommendations to the Contracting Officer.

IV. Notification of Testing

The contractor shall notify the PCO, ACO and the QAR prior to the conduction of the Production Lot Tests so that the government may witness such testing.

A. The QAR shall be present to witness all Production Lot Testing.

V. Inspection of Samples

A. Upon inspection of Production Lot Samples, two (2) copies of the Material Inspection and Receiving Report, (DD Form 250), bearing the QAR's signature and indication of the preliminary inspection, shall be forwarded to the NAVICP-PHILA Code 0733, with duplicate copies to the NAVAVNDEPOT, Cherry Point, NC Code 6.1.523 and to the designated test facility. The envelopes shall be clearly marked, "DO NOT OPEN IN MAILROOM".

B. Samples may be considered as production items under the contract provided that the samples can be refurbished to ready for issue (RFI) condition and provided that the samples have inspection approval of the cognizant QAR. Samples may be shipped as production items only after all other units required under the contract have been produced and are ready for shipment.

C-331 PRODUCTION LOT SAMPLE TESTING

- A. The Production Lot Sample Testing may be accomplished at the contractor's facility or at the below testing facility:
- B. The Production Lot Samples shall be two (2) items from the first lot produced selected at random by the cognizant government inspector, all transportation charges prepaid by the contractor to:

Commanding Officer
Naval Aviation Depot Cherry Point
Attn: Mrs Annie Thomas, Code 6.1.523
PSC Box 8021, Building 137
MCAS Cherry Point, NC 28533-5030

The samples shall be identified by contract number, lot number and be clearly marked as follows:

PRODUCTION LOT SAMPLES
NOT RFI MATERIAL
DO NOT TAKE UP IN STOCK

- C. Such samples shall be delivered to the testing facility in sufficient time prior to the delivery date of the production articles to allow a 75 day period for testing by the laboratory and written notification by the contracting officer of the approval or disapproval of the samples. Within 45 days of the receipt of the samples, the testing facility shall notify the Contracting Officer and the Naval Inventory Control Point, Code 0733, of the results of the testing, together with a recommendation for approval or disapproval.
- D. In the event the contractor does not receive written notification of approval or disapproval of the samples for a particular production lot within 75 days from their submission for such testing, the contractor delivery schedule shall be equitably adjusted as necessary.
- E. If the contractor fails to deliver any Production Lot Samples for testing within the time or times specified, or if the Contractor Officer disapproves any Production Lot Samples, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract, and this contractor shall be subject to termination for default.
- F. In order for a Production Lot to be acceptable, all samples representative of the lot must pass all the contract requirements. In the event a sample fails to pass such requirements, the lot will be rejected. In such event, the government may at its option and at no additional cost to the government, (1) terminate all or any portion of this contract for default, (2) require the manufacture of a new Production Lot, or a rework of the rejected Production Lot if the means and procedures proposed by the contractor for rework are acceptable to the government, or (3) require the submission of additional samples for test. The foregoing procedures shall apply to new or reworked Production Lots in the same way as they did to the original Production Lot.
- G. For each additional sample or each resubmission of a modified sample which the contractor is required to submit for approval hereunder as a result of a failure of a previous sample to conform to the requirements of the specification, the contractor shall pay to the government the costs of reinspection, shipping, examination and retesting by the government, and the contractor and his sureties (if any) shall be liable for this amount of such costs.

H. All transportation charges incurred in this resubmission and return of any Production Lot Samples shall be borne by the contractor.

I. Nothing contained in the foregoing provisions of the clause, and no action of the government in accordance herewith, shall in any way prejudice the right of the government under the clause of this contract entitled Default.